

EXHIBIT A



Notice of Service of Process

KN4 / ALL
Transmittal Number: 23359721
Date Processed: 06/17/2021

Primary Contact: Jen Majic
UNUM
2211 Congress Street
Portland, ME 04122-0002

Electronic copy provided to: Janna Thomas
Judy Drake

Entity:	Provident Life and Accident Insurance Company Entity ID Number 2979576
Entity Served:	Provident Life and Accident Ins Co
Title of Action:	Edith Thompson vs. Provident Life and Accident Insurance Company
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Charleston County Court of Common Pleas, SC
Case/Reference No:	2021CP1002236
Jurisdiction Served:	South Carolina
Date Served on CSC:	06/14/2021
Answer or Appearance Due:	30 Days
Originally Served On:	Department of Insurance in SC on 06/09/2021
How Served:	Certified Mail
Sender Information:	Oana D. Johnson 843-203-4195

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com



South Carolina Department of Insurance

Capitol Center
1201 Main Street, Suite 1000
Columbia, South Carolina 29201

HENRY McMASTER
Governor

RAYMOND G. FARMER
Director

Mailing Address:
P.O. Box 100105, Columbia, S.C. 29202-3105

June 9, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
PROVIDENT LIFE AND ACCIDENT INS CO
c/o Corporation Service Company
508 Meeting Street
West Columbia, SC 29169

Dear Sir:

On June 9, 2021, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C Code Ann. § 15-9-270. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

You must promptly acknowledge in writing your receipt of this accepted process to sdubois@doi.sc.gov. When replying, please refer to File Number 184237, Edith Thompson v. PROVIDENT LIFE AND ACCIDENT INS CO, 2021-CP-10-02236.

By:

Sincerely Yours,


Gwendolyn L Fuller
General Counsel
(803)737-6732

Raymond G. Farmer
Director
State of South Carolina
Department of Insurance

Attachment

CC: Oana D. Johnson
304 Meeting Street, Suite 203
Charleston, SC 29401

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
C.A. No. 2021-CP-10-_____

Edith Thompson

Plaintiff

- versus -

Provident Life and Accident Insurance
Company

Defendant.

SUMMONS

TO THE DEFENDANT ABOVE-NAMED: Provident Life and Accident Insurance Company

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

OANA D. JOHNSON, ESQ.

S/Oana D. Johnson

Plaintiff/ Attorney for Plaintiff

Charleston, SC
Dated: May 14, 2021

Address: 304 Meeting Street, Suite 203
Charleston, SC 29401

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
C.A. No. 2021-CP-10-_____

Edith Thompson

Plaintiff

- versus -

Provident Life and Accident Insurance
Company

Defendant.

COMPLAINT
(Jury Trial Demanded)
BREACH OF CONTRACT
INSURANCE BAD FAITH
DECLARATORY JUDGMENT

Plaintiff, complaining of the Defendant alleges and says as follows:

1. Plaintiff Edith Thompson is an individual and a resident of Charleston County, South Carolina.
2. Plaintiff Edith Thompson is the duly appointed Personal Representative for the Estate of Shawn D. Reese.
3. Defendant is a corporation organized and existing under the laws of a state other than South Carolina, licensed to do business in South Carolina.
4. The parties hereto, the subject-matter hereof, and all things and matters hereinafter alleged are within the jurisdiction of this Honorable Court.
5. That at all time relevant hereto, Shawn D. Reese was insured by Defendant under a voluntary individual insurance policy numbered 08D5439264, henceforth referred to as

("Policy.")

6. That Shawn D. Reese passed away on May 3, 2020.
7. That the Policy was issued on February 1, 1997 and insured the life of Shawn D. Reese.
8. That the Policy named Deana D. Reese as a contingent beneficiary, and Inez M. Reese and Fred E. Reese as primary beneficiaries.
9. That the primary beneficiaries, Inez M. Reese and Fred E. Reese had been deceased before May 3, 2020.
10. That Deana D. Reese and the deceased were married and subsequently divorced on March 7, 2003.
11. That Deana D. Reese's status as a beneficiary was revoked pursuant to S.C. Code Ann. § 62-2-507.
12. That Shawn D. Reese purchased the Policy as an employee of Harris Teeter through a program offered by Defendant.
13. That no contributions were made to the Policy by employer or employee organizations.
14. That the decedent's participation in the program is completely voluntary for employees and members.
15. That the functions of the employer or employee organization with respect to the program are, without endorsing the program, to permit the insurer to publicize the program to employees or members, to collect premiums through payroll deductions or dues checkoffs and to remit them to the insurer.

16. That the employer or employee organization receives no consideration in the form of cash or otherwise in connection with the program, other than reasonable compensation, excluding any profit, for administrative services actually rendered in connection with payroll deductions or dues checkoffs.

17. That on March 18, 2020, Defendant was notified of the passing of Shawn D. Reese.

18. That Defendant failed to provide Plaintiff with the death benefits owed under the Policy.

19. That despite repeated requests Defendant continues to refuse to pay Plaintiff's claim.

FOR A FIRST CAUSE OF ACTION

20. All of the allegations contained above are hereby incorporated herein as if they had been set forth fully hereunder.

21. That the Defendant's conduct constitutes a breach of the insurance policies.

22. Plaintiff is entitled to recover actual damages and pre-judgment interest as a result of Defendant's conduct.

FOR A SECOND CAUSE OF ACTION

23. All of the allegations contained above are hereby incorporated herein as if they had been set forth fully hereunder.

24. In every contract of insurance issued in South Carolina, there is a covenant and duty of good faith and fair dealing.

25. Defendant's denial of Plaintiff's claim for benefits is without reasonable basis and

in bad faith in one or more of the following:

- a. In not establishing reasonable standards for the interpretation of its policies and applications; and if having such standards, failing to follow them in this case.
 - b. In not establishing reasonable standards for the review and handling of any claims under its policies; and/or if having such standards and procedures, in failing to follow them in this case.
 - c. In failing to settle and pay benefits that were likely due and instead unnecessarily prolonging the review process to avoid such payments.
 - d. In failing to provide fair, reasonable, and prompt payment on claims as required under South Carolina law and the insurance industry standards.
 - e. In failing to comply with the applicable South Carolina law.
26. Plaintiff is entitled to damages against the Defendant in the amount of actual, consequential and punitive damages.

FOR A THIRD CAUSE OF ACTION

27. All of the allegations contained above are hereby incorporated herein as if they had been set forth fully hereunder.
28. This action is brought pursuant to the Uniform Declaratory Judgment Act to resolve a justiciable controversy.
29. Plaintiff is informed and believes she is entitled to a declaration that the Defendant owes him benefits for health insurance under the aforesaid Policies.
30. Plaintiff is informed and believes she is entitled to reimbursement for the costs and attorney's fees incurred for the bringing of this action.

WHEREFORE, Plaintiff prays judgment against the Defendant in the amount of actual, consequential, and punitive damages together with attorney fees and the costs and disbursements of the action in an amount to be determined by this Court.

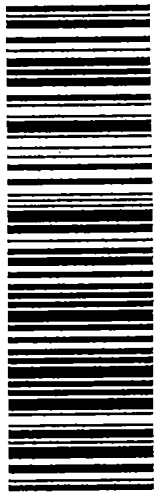
s/Oana Johnson
Oana D. Johnson, Esquire
304 Meeting Street
Suite 203
Charleston, SC 29401
(843) 203-4195
oana@odjlaw.com

George J. Kefalos, Esquire
GEORGE J. KEFALOS, PA
46 A State Street
Charleston, SC 29401
(843) 722-6612
george@kefaloslaw.com

ATTORNEYS FOR THE PLAINTIFF

Charleston, South Carolina
This 14th day of May, 2021

STATE OF SOUTH CAROLINA
DEPARTMENT OF INSURANCE
P.O. BOX 100105
COLUMBIA, S.C. 29202-3105



9489 0090 0027 6033 0995 43

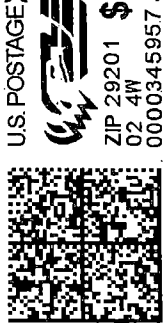
CERTIFIED MAIL

RETURN RECEIPT REQUESTED

SERVICE OF PROCESS

PROVIDENT LIFE AND ACCIDENT INS CO
c/o Corporation Service Company
508 Meeting Street
West Columbia, SC 29169

Label 890-PB, Oct. 2015
Phney Bowes



U.S. POSTAGE
ZIP 29201 \$
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